

## AP<sup>®</sup> Mentoring Teacher Terms and Conditions

1. **License Grant.** The following licenses are referred to collectively as the “Licenses.” The College Board hereby grants to the teacher (“Teacher” or “you”) a limited, non-exclusive, non-transferable, non-assignable, revocable license during the term of this Agreement to access and use the AP Mentoring website (“AP Mentoring Site”) in accordance with these terms and conditions governing use of and access to AP Mentoring and to use the content provided by the College Board available on the AP Mentoring Site electronically, in print or otherwise provided to you, according to the privacy policy for AP Mentoring (“Privacy Policy” <https://www.collegeboard.org/privacy-policy>). Access to the AP Mentoring Site is for the sole purpose of improving teaching and learning in the AP course for the year and subject(s) identified above.

2. **Service Providers.** The College Board engages vendor(s) to furnish video conferencing and the online platform to provide a space for document sharing, scheduling, and session logs offered through The AP Mentoring Site (“Service Provider(s)”). You shall comply with the Service Providers’ site terms, conditions and policies. You agree and acknowledge that any information supplied to Service Provider is subject to their security and privacy policies. The College Board recommends that you read the policies of Service Provider, because their privacy practices may differ from ours.

You understand and agree that there is a risk of interruption to the AP Mentoring Site and your usage is subject to Service Provider’s support, data backup and network uptime. Additionally, the AP Mentoring Site may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the AP Mentoring Site at any time upon notice (where reasonable) to you, to the extent necessary to address technical and other business needs of the College Board.

3. **Restrictions on Use.** You shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the AP Mentoring Site available for use by third parties or use the AP Mentoring Site for the benefit of any third party; (b) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the AP Mentoring Site; or (c) encourage or permit any user or other third party to engage in any of the foregoing. If you violate any of the provisions hereof, the College Board shall have the right to terminate your right to use and participate in AP Mentoring, without waiver of any other remedy, whether legal or equitable.

4. **Your Obligations.** You shall register for AP Mentoring by providing your Last Name, First Name, Email Address, School, Years of Experience, and information about mentoring preferences and availability. You shall be responsible for confirming that the duration, scope, and dates of any training sessions are in compliance with applicable local, state, and federal statutes and regulations, applicable standards of relevant national professional associations, and applicable collective bargaining agreements. You acknowledge and agree that the information uploaded to the AP Mentoring Site will be accessible to the Service Provider for the purposes of delivering AP Mentoring to you. You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the AP Mentoring, except as provided hereunder. If you do not register to participate in AP Mentoring within sixty (60) days after the College Board receives your order, you shall not be entitled to a refund for any Licenses or Services made available hereunder.

5. **Fees.** Fees for any renewal term shall be based on the College Board's then-current prices and policies at the time of renewal.

6. **Rights after Termination.** If this Agreement or any Licenses furnished hereunder is terminated for any reason, all rights granted to you hereunder with respect to Services shall cease, and you may no longer use the AP Mentoring Site. Upon termination of this Agreement, College Board shall terminate your access to the AP Mentoring Site, and any and all other systems to which you have access under this Agreement.

7. **Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("**Confidential Information**"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, or professional standards provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such requirement becomes known to the disclosing party (and in any event before any such Confidential Information is disclosed). Teachers must secure permission to share and disseminate samples of student work provided either by mentors or mentees. These samples must be non-identifiable.

8. **Proprietary Rights.** The College Board and its Service Providers have expended substantial time, effort, and funds to create the AP Mentoring Site. You acknowledge and agree that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in the Licenses and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the AP Mentoring Site(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other AP Mentoring Site or other networked computer environment is prohibited without prior written permission from the College Board

9. **General Disclaimer.** THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

10. **Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE LICENSES FURNISHED BY THE

COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO YOU IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, YOU WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CUSTOMER

**11. Governing Law.** This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of New York without regard to choice or conflict of laws principles that would cause the application of any other laws.

**12. Force Majeure.** Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.